INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

CEE/BMANZ/SEE (O)/AEE-1/23-24/Enq-8 CALL 3 dated 28.08.2023

1.0 GENERAL:

1.1 Bangalore Electricity Supply Company Ltd., hereinafter called 'BESCOM' will receive bids in respect of Design, Manufacturing, Testing and supply of **3Nos** of **220KV 2 core metering Current Transformer** (0.2s Accuracy Class), CT Ratio 15/1A conforming to KPTCL Technical Specifications, F.O.R.D at Store/Site basis, including insurance, transportation and unloading conforming to KPTCL Technical Specifications, F.O.R.D at Store/Site basis, including insurance, transportation and unloading and services/spares to be provided as set forth in these bidding documents. All bids shall be prepared and submitted strictly in accordance with these instructions.

1.2 BESCOM reserves the right to accept any bid or reject any or all bids, cancel/withdraw invitation for bid without assigning any reason for such decision. Such decision by the BESCOM shall not be subject to question, by any bidder and BESCOM shall bear no liability whatsoever consequent to such a decision.

1.3 IMPORTANT NOTE:

The Bidders are requested to upload all the supporting documents wherever required in electronic mode and no hard copies will be accepted/ entertained. Failure to comply with this may result in rejection of their offers.

2.0 SCOPE OF THE PROPOSAL:

The scope of the proposal shall completely cover the Design, Manufacturing, Testing and supply of **3Nos** of **220KV 2 core metering Current Transformer** (0.2s Accuracy Class) conforming to KPTCL/BESCOM Technical Specifications, F.O.R.D at Store/Site basis, including insurance, transportation and unloading conforming to KPTCL/BESCOM Technical Specifications, F.O.R.D at Store/Site basis, including insurance, transportation and unloading as detailed in Scope.

The Scope also covers F.O.R.D at Store/Site in Indian Rupee basis, including packing, forwarding, handling,

insurance, documentation, transportation, unloading charges etc., In case of imported equipment, the custom clearance and all necessary procedures have to be done by the bidder including any financial implications. The bids not covering the entire scope of proposal shall be treated as incomplete and liable for rejection.

Note: All fittings and accessories, which may not be specifically mentioned in the specification but which are necessary for the satisfactory operation of the equipments, shall be deemed to be included in the specification and shall be furnished by the supplier without extra charges. The equipment shall be complete in all details whether such details are mentioned in the specification or not, without any financial liability to the Purchaser under any circumstances.

1. Enquiry No.	**CEE/BMANZ/SEE (O)/AEE-1/23-24/Enq-8 CALL 2 dated 08.08.2023**
2. Tender processing fee	**Refer e-procurement website www.kppp.karnataka.gov.in**
3. Earnest Money Deposit	**Rs. 25,173/-**
4. Due date for submission of Bids	**11.09.2023 16:00 Hours**
5. Tender System	**Through E-procurement portal**
6. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	a) **12.09.2023 @ 16:00 Hrs (On or after)** b) ***Will be opened in e-procurement portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.***
7. Schedule of requirements	Design, Manufacturing, Testing and supply of **3Nos** of **220KV 2 core metering Current Transformer** (0.2s Accuracy Class) conforming to KPTCL/BESCOM Technical Specifications, F.O.R.D at Store/Site basis, including insurance, transportation and unloading conforming to KPTCL/BESCOM Technical Specifications, as detailed in Scope.
8. General Terms and Conditions	**Enclosed herewith**
9. Price proposals	The bidder shall indicate in the price bid(Prices shall be quoted in

	e-procurement portal only), the unit ex-works prices of the goods, F&I, applicable taxes and duties such as CGST, SGST, UTGST, IGST, Customs duty, cess if any along with the total bid price.

2.1 Issue of Tender documents.

Bidders can download the tender documents from e-procurement portal from **28.08.2023 17:00 Hours** (Free of cost) till **11.09.2023 16:00 Hours** and techno commercial bid will be opened on or after **12.09.2023 @ 16:00 Hrs.**

2.2 Submission of tender documents

All the Tender Documents shall be submitted through e-Procurement Portal only on or before Last date of bid submission as mentioned in e-Procurement Portal.

The technical bids will be opened on or after **12.09.2023 @ 16:00 Hrs** mentioned in the e-Procurement Portal. Date of opening of Price Bids will be intimated later.

2.3 Bids not covering the specified scope of the tender are treated as incomplete and liable for rejection.

3.0 COST OF BIDDING:

All the costs and expenses incidental to preparation and submission of the proposals, discussion and conferences, if any, including pre-award discussions with the successful bidder, technical and other presentations including any demonstrations etc., shall be to the account of the bidders and the BESCOM shall not be responsible.

4.0 PROJECT / SCHEME INFORMATION:

Requisite information has been provided in technical specifications enclosed. Additional information (wherever required) regarding the tender, location, approach to site, meteorological conditions as prevailing at the site are enclosed with these bid documents wherever applicable.

5.0 LOCAL CONDITIONS:

It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the supplies and services covered under

these document and specifications.

6.0 CONTENT OF BIDDING DOCUMENTS:

6.1 The details of equipment and materials and services required, bidding procedures and contract terms are prescribed in the bidding documents.

6.2 Any amendment, errata or addendum issued by BESCOM prior to bid opening shall constitute integral part of the bid.

6.3 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required as per the bidding documents, or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of the bid.

7.0 CLARIFICATION OF BIDDING DOCUMENTS:

7.1 The bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters, which may, in any way, affect supplies and services to be provided, and/or the cost thereof. If the bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request for an interpretation/clarification.

7.2 A prospective bidder requiring any interpretation/clarification of bid documents may notify BESCOM in writing or through e-procurement portal. BESCOM then, shall issue interpretations/clarification on bidding documents, which BESCOM receives not later than **the date notified in the e-procurement portal.** The clarifications to queries will be published in the e-Procurement portal against the tender. **Requests for clarification(s) received after the above mentioned scheduled date will not be entertained.**

7.3 After receipt of such interpretation(s)/clarification(s), the bidder may submit his bid but within the time and date specified for receipt of bids. All such interpretation(s) and clarifications shall form a part of the bid documents.

7.4 Verbal clarifications and information given by BESCOM or its employees or its representatives shall not in any way be binding on BESCOM.

8.0 AMENDMENTS TO BIDDING DOCUMENTS:

8.1 BESCOM reserves the right to issue amendments or clarifications to the specifications and documents to all bidders who have purchased the bidding documents giving reasonable time prior to the bid opening for any reason whether at its own initiative or in response to interpretations/clarifications requested by prospective bidder. Such amendments or clarifications shall be given due consideration by the bidders while they submit their bids and the bidders shall invariably upload such documents there on as a part of their bids. All such amendments, clarifications etc., shall be published in e-Procurement portal against the tender. BESCOM shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

8.2 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, BESCOM may, at its discretion extend the deadline for the submission of bids.

PREPARATION OF BIDS

9.0 LANGUAGE OF THE BID:

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder shall be in the English language. Failure to comply with this will disqualify the bid.

10.0 DOCUMENTS COMPRISING THE BID

10.1 The Bidder shall submit the Electronic Bid sheets inclusive of Price bid(Prices shall be quoted in e-procurement portal only) Technical Data Requirements etc., furnished in the bidding documents, indicating, for the equipments to be supplied and services to be rendered, quantity and prices.

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifications Requirements as per the tender document.

10.3 The bid security shall be furnished in accordance with the tender document

11.0 INFORMATION REQUIRED WITH THE PROPOSAL:

11.1 The bids must clearly indicate the name of the manufacturer, the type, model of **220KV Current Transformer**.

11.2 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings/GTP submitted by the bidder will be retained and used by BESCOM. Any difference from these drawings/GTP and descriptive material submitted will not be permitted during the execution of the contract without the specific written permission of BESCOM.

11.3 Oral statements made by the bidder at any time regarding quality, quantity or arrangements of the equipment or any other matter shall not be considered.

11.4 No. Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Stipulated Delivery Schedule.
iii. EMD.
iv. Payment terms.
v. Price Basis.
vi. Guarantee.
vii. Change in offered quantity against tendered quantity.
viii. Type Test
ix. Contract Performance Security.
x. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

12.0 BID PRICES:

12.1 The bidder shall indicate in the price bid(Prices shall be quoted in e-procurement portal only), the unit ex-works prices of the goods, F&I, applicable taxes and duties such as CGST, SGST, UTGST, IGST, Customs duty, cess if any along with the total bid price.

12.2 Detailed break-up covering all the components of unit prices of CGST, SGST, UTGST, IGST, Customs duty, cess if any as applicable on the date of bid submission as well as total bid prices(Prices shall be quoted in e- procurement portal only).

The bidder shall indicate:

i) The price of the goods quoted ex-factory/Ex-works/Ex-warehouse as applicable, inclusive of all taxes and duties such as CGST, SGST, UTGST, IGST, Customs duty, cess if any paid or payable on components and raw materials.

ii) All applicable taxes and duties such as CGST, SGST, UTGST, IGST, Customs duty, cess if any other taxes and duties to be payable by BESCOM on the goods.

iii) Void.

iv) Inland transportation charges including handling charges, loading and unloading and other costs, incidental to delivery of the goods to their final destination and insurance charges has to be paid by the firm.

v) The bidder shall not quote Freight plus insurance charges more than 6% of Ex-works price (Base price) for each material/equipment in supply portion. In case, the bidder quotes more than 6% for Freight plus insurance charges on Ex-works price (Base price) for any material/equipment, then such excess of 6% quoted will be de-loaded and the prices will be evaluated and awarded accordingly**.**

12.3 The prices should be clearly quoted both in figures and words. Incase of divergence of rates in figures and words, the rates most favorable to the Company will be considered.

If the rates quoted for material cost, F&I charges or taxes and duties is not clear & is ambiguous the purchaser reserves the right to overlook the offer.

Any variation in the rates etc., will not be allowed on any ground, such as a mistake, misunderstanding etc., after the bid has been submitted.

Bidders shall quote their offers/prices in the item-wise bid financial offer in e-procurement portal only.

If the firm becomes lowest tenderer by virtue of such rates quoted, and does not agree to supply at the quoted rates, the E.M.D. of such firm will be forfeited and the firm will be blacklisted.

13.0 PRICE BASIS:

The bidders shall quote **"FIRM PRICES"** only. The prices should be quoted
F.O.R at destination in Indian Rupees inclusive of packing, forwarding, handling, insurance, documentation, supervision of installation, & commissioning charges etc. and all taxes. In

case of imported goods, the bidder shall quote the total price considering Net F.O.B/F.A.S. value, insurance & freight and clearing/handling charges at the Indian Port, custom clearance and charges for dispatch up to destination. Custom clearance and all necessary procedures have to be done by the bidder including any financial implications.

14.0 BID CURRENCIES:

The Bidder shall quote only in **Indian Rupees** only.

15.0 EARNEST MONEY DEPOSIT:

EMD shall be paid by the Bidder as notified in the e procurement portal.

15.1 Any bid not accompanied by EMD in form of BG (if applicable) and General Power of Attorney and prescribed tender fee in accordance with above provision shall be rejected by BESCOM as **Non-Responsive**

15.2 No interest or any other cost will be payable by BESCOM on the EMD.

15.3 The firms having permanent EMD with Company will not be considered for this tender. Permanent EMD holders also have to pay the required EMD as mentioned above.

15.4 Void

15.5 EMD so deposited will be liable for forfeiture:

a) In case a bidder withdraws his offer within the offer validity period specified by the bidder.
b) If the bidders does not accept the arithmetical correction of its bid price.
c) In the case of a successful bidder, if the bidder fails within the specified time limit as mentioned in the letter of intent/purchase order/contract to furnish the acceptance of contract.
d) In the case of a successful bidder ,if the bidder fails to submit Performance BG within the stipulated period mentioned in the LOI as per clause 19 of ITB.

16 PERIOD OF VALIDITY OF BIDS:

16.1 Bids shall be kept valid for acceptance for a period of 180 days from the date of opening of bids, excluding the date of bid opening. A bid valid for a shorter period will be rejected by BESCOM as **''NON-RESPONSIVE'**.

16.2 In exceptional circumstances BESCOM may solicit the bidder's consent to an extension of the period of the validity. The

request and the response there to shall be made in writing (including Cable or Fax or Telex). A bidder may refuse the request, but while granting the request for extension of validity the bidder will not be permitted to modify his bid.

17.0 FORMAT OF BID:

17.1 The bids are invited through e-Procurement only.

17.2 The Techno-commercial bid consists of the following: i.Techno – Commercial sheets.
ii.Data requirement sheets.

17.3 The price bid consists of the following:
i). Price bid (Prices shall be quoted in e-procurement portal only).

17.4 A prospective bidder, who wishes to submit the bid shall adopt the following procedure.

i. The bidder shall key in the Techno-commercial sheets and price bid (Prices shall be quoted in e-procurement portal only) and upload them on to the website on or before the time and date indicated in notification. BESCOM is not responsible for the failure on the part of the bidder for non-uploading of tender document to the website on or before the time and date indicated in e-Procurement Portal.

18.0 SUBMISSION OF BIDS TO BESCOM:

18.1 The bidder shall submit the bid **through e-procurement portal only**. **The bidders shall submit all the documentary evidences/supports in respect of qualifying requirements and other requirements through electronic mode only and no hard copies will be accepted except BG portion. Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.** The bidder must ensure that the bids are received in e-procurement portal only by the date and time indicated in the invitation of bids. Bids submitted in any other form will not be accepted in any other form.

18.2 Void

18.3 In case, BESCOM at its discretion, extends the dead line for the submission of bids, all right and obligations of BESCOM and the bidders previously subject to the deadline shall thereafter be subject to the deadline (for submission of bids) as extended.

18.4 BESCOM reserves the right to reject any bid, which is not deposited according to the instruction, stipulated above.

18.5 LATE BIDS

E-Procurement portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the e-Procurement portal

18.6 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security/EMD.

18.7 Acceptance of Tenders

a) BESCOM does not bind itself to accept the lowest or any tender; neither will any reason be assigned for the rejection of any tender or part tender. The tenderer on his part binds himself to supply any items selected from his offers in part or whole at the option of the Company.

b) Disregard of Tender Conditions The Company reserves itself the right to reject any tender, which does not conform to any of the above conditions

18.8 **Earnest Money of Unsuccessful tenderers:**

Earnest Money deposited by unsuccessful bidders will be returned as soon as possible after the tender has been settled, through online EMD refund system of e-Procurement portal.

19 CONTRACT PERFORMANCE GUARANTEE:

19.1 As a contract Performance Guarantee, the successful Bidder on whom the purchase order is placed shall be required to furnish a performance Guarantee from Public Sector Indian Bank /Schedule commercial Bank (in the second schedule of the RBI Act 1934) and the Bank should be covered under the jurisdiction of Indian Laws.

19.2 Guarantee amount equal to 5% of the value of the order in the due fulfilment of the contract is to be submitted within 15days from the date of issue of Letter of Intent.

i. Guarantee amount Rs.5000/- in cash or demand draft.

ii. Guarantee amount of Rs.5000/- and above in cash or demand Draft or Bank Guarantee which shall be valid for a period of 90days after expiry of the Latent defect warranty period.

In the event of the contractor failing to deposit such security within 15days from the date of letter of intent, the earnest money deposited with the tender shall be forfeited to the Company who shall have full discretion to cancel the acceptance communicated to the said bidder.

Note: The Bidder will be black listed, if the performance bank guarantee turns outs to be fake during confirmation from the bank regarding genuineness of BG submitted by the bidder.

19.3. Guarantee amount refundable, after the satisfactory completion of the warranty/guarantee period and will not carry any interest.

19.4 The contract performance security shall be retained till the expiry of 90days after the end of the latent defect warranty period as referred to herein after.

The Bank Guarantee furnished against security deposit shall be valid till the expiry of 90days after the end of latent defect warranty period.

20 PACKING:

20.1 The contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to final destination as well as storage till its layout and testing as indicated in the contract. The packing shall be sufficient to withstand, without limitations, rough handling during transit by road, and/or rail and exposure of rain, humidity, extreme temperatures, salt and precipitation during transit and open storage for long durations till the time of laying. Packing case size and weights shall be determined taking into consideration where appropriate, the remoteness of the goods final destination and the transit and the availability of handling facility at all points, availability of the various trucks/trailers for transportation. The BESCOM shall not entertain any claim whatsoever, in this regard.

20.2 In case of damage to the equipment and materials due to improper packing, the contractor shall be held responsible for the same and the Contractor shall replace the material by a new one without any extra cost to BESCOM.

21.0 FORWARDING AND SHIPMENT:

21.1 The contractor shall notify BESCOM of the date of each dispatch from its works and the expected date of arrival at the site for the information of BESCOM.
The contractor shall also give all dispatch information concerning the weight, size and content of each package including any other information the BESCOM may require.

21.2 The contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatched to sites.

21.3 Demurrage, Wharfage, etc.
All demurrage and other expenses incurred after the equipment and materials reach the site, due to delayed furnishing of dispatch documents or any other reason attributable to the contractor, and shall be to the account of the contractor/supplier.

22.0 ACCEPTANCE OF SUPPLIES

All or any articles supplied against this contract will be subject

to the inspection approval of the officer in charge of stores, or any other officer deputed for the purpose. He shall be at liberty to reject any or the whole lot without assigning any reason and his decision in respect of such rejection will be final.

23.0 INSPECTION:

The supplier shall afford necessary facilities to the Company's representative to inspect the material ordered and conduct all routine tests on the material to be delivered to the Company in the presence of the Company's representative. The programme of test shall be intimated *fifteen days in advance to arrange for deputing the Company's representative* to be present at the time of conducting the test. The supplier shall offer tendered quantity of materials for inspection.

The requisition letter of "inspection call" from suppliers should be submitted to the office of the Chief Engineer, Elec., BMANZ, BESCOM.

The inspection shall be carried out by Meter Testing Division, BMANZ, BESCOM, Quality standards & Safety staff of Corporate Office, BESCOM along with Relay Testing Staff, KPTCL. The inspection team comprises of three members.

BESCOM shall carry 1st inspection of the equipment offered for inspection at Supplier's cost. However, if BESCOM officers are deputed for 2nd time for inspection of materials/equipments which are not ready for inspection on 1st visit or materials rejected during inspection on first visit, the manufacturer is liable to pay the re-inspection charges as follows:-

the manufacturer offered the same equipment for subsequent inspection, manufacturer liable to pay the re-inspection charges.

i) Rs. 15,000/- per man, per day + GST prevailing/ applicable on the date of inspection + any other tax as per statutory requirement.

PLUS

ii) Actual To & Fro charges by Air/Train/Bus (as the case may be)

23.1 Type Test Certificates:

The Test certificates as per the relevant IS/IEC standards conducted shall be forwarded well in advance, before the dispatch of materials, duly signed by responsible officer of the supplier's organization for the Company's approval. The materials

shall be dispatched only after receipt of approval of Test Report.

24.0 Delivery:

As indicated in the delivery schedule (section III of Schedule of Requirement and Desired Deliveries).

25.0 Payment: BESCOM will arrange payment of 90% of the value of materials together with 100% taxes and duties and F&I by cheque/online payment against the bill, after receipt of "MAS" by the consignee division. Balance 10% will be paid after successful commissioning of the equipment or on expiry of 90 days from the date of supply whichever is earlier. Payment will be made in Indian Rupees only. The following documents shall invariably be submitted to BESCOM, for arranging payment.

i) Invoice (4 copies)
ii) Copy of L.R. (4 copies)
iii) Packing list (6 copies)
iv) Pre-dispatch clearance certificate
v) Test certificate, wherever applicable
vi) Copy of Insurance Certificate.
vii) Literatures/operating manual etc.,

26.0 (a) GUARANTEE:

In the event of tender being accepted, the bidder shall guarantee, for satisfactory performance and against failure due to bad design, bad materials, defective manufacture or bad workmanship for a period of 18 months from the date of commissioning or 24 months from the date of supply of equipment in complete condition whichever is earlier.

The guarantee period shall commence from the date of receipt of the equipment in good condition or satisfactory installation & commissioning at the consignee Divisions. The guarantee period shall be extended for the period of delay in satisfactory installation and delay in providing guarantee services.

The bidder shall agree to make good or replace at his own cost any part/parts or the whole equipment that fail during the said period at the place of installation of the equipment within one month from the receipt of intimation from BESCOM and in case, the equipment has to be carried to the suppliers site for carrying out repairs then the 'to and fro' expenses together with the associated expenses shall be borne by the supplier. In such an event the guarantee period shall be extended to an extent for which the equipment was not available to BESCOM for its use.

The responsibility to collect the defective/ rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

If the supplier fails to replace the defective/ failed equipments as per above guarantee clause within the stipulated time therein, the Company reserves the right to extend the guarantee period by a period equivalent to the downtime of the equipment over and above one month.

If the defective/failed equipments are not replaced/ repaired as per guarantee clause, the Company shall recover an equivalent amount plus 15% supervision charges from any of the supplier's bills.

(b) AFTER SALES SERVICE AND SUPPLY OF SPARES:

The offer should clearly state full details of the after sales facility available for the equipment. The details shall include the No. & qualification of service personnel stationed at the service center, response time in case of emergency, availability of spares etc.

The bidder shall guarantee prompt after sales service by deputing his personnel on requisition from the officers of the Company and supply the spares with in a reasonable time at his scheduled rates for minimum period of 7 years after commissioning of the equipment and after the expiry of warranty period.

(c) LATENT DEFECT WARRANTY:

The latent defect warranty for the equipments supplied by the bidder shall be for a period of 18 Months from the date of expiry of guarantee period.

27.0 INSURANCE:

27.1 The supplying firm shall arrange for the transit insurance of the goods with their own under writers and include the same in the price quoted by them.

27.2 The policy shall be taken out in the name of the supplier and the supplier shall pursue claims with the insurances themselves, in case of shortage/breakages/damages or other claims. The supplier shall however arrange for immediate replacements of materials receivedshort/damaged/broken etc., without waiting for settlement of their insurance claims.

27.3 The ownership and responsibility for the materials rests with the suppliers till the goods are delivered safely at destination.

28.0 COMPLETENESS OF EQUIPMENT:

The equipments shall be supplied complete with all parts which are necessary for their efficient operation & such parts shall be deemed to be within the scope of supply whether specifically mentioned in the specification or not.

29.0 EQUIPMENT TO CONFIRM TO SPECIFICATION:

Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the bidder and the specifications mentioned in the quotation must be reflected / supported by the printed technical leaflet/literature which shall be uploaded along with the techno commercial bid. Therefore the model quoted invariably be highlighted in the leaflet/literature uploaded with the techno commercial bid. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification /negotiation etc. to the bidder.

Deviations if any from the specifications given in Schedule-I, which provides for improvement in the functioning of the equipment will be accepted. Such deviations and their advantages shall be clearly brought out in the tender.

30.0 CHANGE OF QUANTITY:

At the time of award, BESCOM reserves the right to place the order to an extent of 25% on either way out of the total tendered quantity.

31.0 BESCOM may at any time during the execution of the contract make changes within the general scope by written instructions, in any one or more of the following.

a) Drawing, design or specifications where the goods to be supplied under the contract are to be specially manufactured for BESCOM.
b) The method of shipment or packing.
c) The place of delivery.
d) The services to be provided by the contractor/supplier

32.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE:

32.1 Delay by the contractor in the performance of the obligations under the contract shall render the contractor liable for any or all the following sanctions: forfeiture of its performance security, imposition of penalty and/or termination of contract for default as detailed hereunder.

32.2 If, at any time during performance of the contract the contractor or its sub- contractor(s) should encounter conditions impeding timely delivery of the goods and for performance of services, the contractor shall promptly notify BESCOM in writing of the fact of the delay, its likely duration and its cause(s). Upon receipt of the contractor's request BESCOM shall evaluate the situation and may, at its discretion extend the time for the performance in which case the extension shall be ratified by an amendment.

33.0 Delay in the supplies

For all delayed deliveries from the periods stipulated in the order either for non supply of part quantities or full quantities, a penalty at the rate of ½% per week subject to a maximum of 10% reckoned on the contract value and Goods and Services tax at prevailing rate for such complete portion or section of the plant, equipment or materials including the portion supplied which could not be brought into commission due to any part thereof not having been delivered in time will be levied. However, due consideration will be given in the levy of penalty for reasons absolutely beyond the control of the contractor/ supplier (Force Majeure) for which documentary evidence shall invariably be produced to the satisfaction of the competent authority of the Company.

The total amount of penalty for delay under the contract shall be subject to a maximum of ten percent (10%) of the total contract price and CGST & SGST /IGST at prevailing rate and the owner has got every right to terminate the contract without any liability if it crosses 10%.

33.1 Recovery of Penalty:

The following procedure shall be adopted for recovery of the penalty amount and Goods and Services Tax at prescribed rate from the supplier for delay in completion of the deliveries/erection:-

a) Calculate the penalty recoverable from supplier as per purchase order terms and conditions for those supplies/erection delayed beyond contractual delivery period.
b) Limit the recovery of penalty to 10% of each bill value admitted in case of supply / erection bills.
c) If the total penalty to be recovered is not fully

recovered under Supply/ Erection bills, the balance penalty has to be recovered from any money due to contractor/supplier on bills, or deposits or any account.

In case the delay in deliveries by the supplier is condoned by BESCOM, penalty levied shall be returned back without any interest to the supplier by the Jurisdictional Chief Engineer excluding the Goods and Services tax recovered.

34.0 Failure to Supply

Failing to supply as above, the Chief Engineer (Electy.), BMANZ, BESCOM, Bangalore, is at liberty, after giving due written notice to the contractor/supplier to purchase the same or any portion thereof on to the account of and at the risk of the Contractor/supplier and to prefer a claim for the difference in price and for all expenses whatsoever incurred in purchasing the same, which the Company is wholly authorized to recover from any money due to contractor/supplier on bills, or deposits or any account.

34.1 Request for delay condonation by the bidder:-

The bidder shall submit a request for condonation of delay if any within Twelve (12) months from the date of supply of materials with valid reasons and documentary proof.

Under no circumstances, the request for condonation of delay will be considered if no such request is made by the bidder within a period of Twelve (12) months from the date of supply of materials.

35.0 Termination of Contract

In case the supplier fails to supply the materials/ equipment within the contracted period of delivery or in case the material/ equipment supplied are found not in accordance with prescribed specifications and / or approved sample or in case the supplier has supplied any part consignment and failed to supply the balance within the contracted delivery period, the Company shall exercise is discretionary powers on any or all the following:

The Company shall have the powers:

a) To recover from the supplier as agreed by way of penalty clause above and,
b) To purchase elsewhere after giving due notice to the contractor, at the cost and risk of the contractor such items/Goods are not so delivered to stores or others of a

similar description without canceling the contract in respect of the consignment not yet due for delivery, but the supplier shall not be entitled to any savings on such purchases made against default.

c) To cancel the contract.

d) Forfeiture of performance security deposit. To forfeit the security deposit if it has been furnished and in case of permanent security deposit in the particular Purchase Order from out of the permanent security deposit.

e) To blacklist or not to consider the suppliers future offers for a specified period.

36.0 FORCE MAJEURE:

a) For the purposes of this contract "Force Majeure" means, an event which could not reasonably have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances and includes, but is not limited to, war, riots/civil disorder, earthquake, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, electrical failure, confiscation or any other action by Government Agencies.

b) Force majeure shall not include any event which is caused by the negligence or intentional action of a party or such party's sub-contractors or agents or employees, or by a failure to observe good engineering practices.

c) Force Majeure shall not include insufficiency of funds of failure to make any payment required hereunder.

37.0 TERMINATION FOR CONVENIENCE:

37.1 BESCOM may, by written notice sent to the contractor, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the termination is for the owner's convenience, the extent to which performance of supply under the contract is terminated and the date upon which such termination is effective.

37.2 The contractor upon receipt of such notice shall discontinue the supply on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and the sub contracts to the extent they are related to the supply terminated and upon terms satisfactory to the BESCOM stop all further sub-contracting or purchasing activity related to the supply terminated and assist the BESCOM in storage, maintenance and protection, and disposition of the goods acquired under the contract by

BESCOM.

37.3 In the event of such a termination, the contractor shall be paid equitable and reasonable compensation as decided by the circumstances prevalent at the time of termination.

38.0 EFFECT AND JURISDICTION OF CONTRACT:

38.1 The contract shall be considered as having come into force from the date of "Notification of Award" unless otherwise provided in the "Notification of Award".

38.2 The laws applicable to the contract shall be the law in force in India. The Courts of Bangalore in KarnatakaState shall have exclusive jurisdiction in all matters arising under the contract.

39.0 Void.

40.0 void

41.0 DETAILED TECHNICAL SPECIFICATION: Enclosed.

42.0 ADDITIONAL INSTRUCTIONS FOR THE ATTENTION OF BIDDERS:

I. This shall be Two part Tender:

The **first part** shall contain technical bid with commercial conditions and **second part** shall contain price bid only. In case prices are indicated in the Technical Bid, the offer will be rejected.

The Bidders shall submit their offer (Electronic form) in two parts before the notified date and time for opening tenders. Only technical bids will be opened in the presence of the Bidders or their authorized representative.

The date and time of opening of price bids will be notified to all the technically eligible Bidders after technical evaluation of the tender is completed.

II. The following Schedules are enclosed:

Schedule-1 - Guaranteed Technical Particulars Schedule-2 - Technical Deviation
Schedule-3 - Commercial Deviation
Schedule-4 - Qualifying Requirement Data. Schedule-5 - Bid form
Schedule-6- Assessment of Financial Capability. Schedule-7- Commercial Terms and Conditions.
Price Bid Price bid(Prices shall be quoted

in e-procurement portal only).

43.0 Bid opening and evaluation:

43.1 Owner will open bids submitted through e-procurement portal in the presence of Bidders' representatives (up to 2 persons) who choose to attend at the date and time for opening of bids or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders. The Bidders' representatives, who are present, shall sign in a register evidencing their attendance.

43.2 The Bidders' names, bid withdrawals and the presence or absence of the requisite EMD and such other details as owner, at its discretion, may consider appropriate will be announced at the techno-commercial bid opening.

43.3 No electronic recording devices will be permitted during bid opening.

43.4 Price bids of techno-Commercially responsive bidders will be opened in e-procurement portal after completion of techno-commercial evaluation. Separate intimation regarding date of opening of price bids will not be issued.

44.0 PURPOSE OF EVALUATION OF BIDS:

The bids received/accepted/opened will be evaluated by the Owner to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined to determine the **LOWEST EVALUATED COMMERCIALLY AND TECHNICALLY RESPONSIVE BIDS**. The ranking generated by the system will not be considered for finalization of the tender.

45.0 Determining the Evaluated Bid Price of Technically Responsive Bids and Award Criteria:

a) The Evaluated bid price of each bid shall be arrived by summation of price quoted by the Bidder including applicable

taxes and duties and after arithmetical corrections (if any).

b) Based on the Evaluated Bid Price of each bid, the ranking of bidders
i.e. L1, L2 etc., will be determined. Wherein L1 is the least Evaluated Bid Price amongst evaluated bid prices of all bidders, L2 is the second lowest Evaluated Bid Price, etc.

c) The contract shall be awarded to the Successful L1 Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid price provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.

Sd/-
Chief Engineer Electricity,
BMANZ, BESCOM,
Bangalore

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